

FILE NO. A14-0804

STATE OF MINNESOTA

IN SUPREME COURT

In Re Petition for Disciplinary Action
against PAUL ROLAND RAMBOW,
a Minnesota Attorney,
Registration No. 169389.

**SECOND SUPPLEMENTARY
PETITION FOR DISCIPLINARY
ACTION**

TO THE SUPREME COURT OF THE STATE OF MINNESOTA:

The Director of the Office of Lawyers Professional Responsibility, hereinafter Director, files this second supplementary petition for disciplinary action pursuant to Rules 10(e) and 12(a), Rules on Lawyers Professional Responsibility (RLPR).

Respondent is currently the subject of an April 23, 2014, petition for disciplinary action and a June 6, 2014, supplementary petition for disciplinary action. The Director has investigated further allegations of unprofessional conduct against respondent.

The Director alleges that respondent has committed the following additional unprofessional conduct warranting public discipline:

SIXTH COUNT

J.G. and T.G. Matter

304. Respondent represented J.G. and T.G., plaintiffs to a personal injury lawsuit. The defendants in that lawsuit were represented by attorney Bryan Chant.

305. On or after June 17, 2011, respondent and Chant agreed to a settlement. The settlement required Chant's clients to pay \$13,000 to J.G. and T.G.

306. On June 28, 2011, Chant had couriered to respondent the \$13,000 settlement check, a stipulation for dismissal and a release.

307. The settlement check was made payable to "Rambow Law Firm Attn: Bryan Chant." On June 28, 2011, a staff-member in respondent's office endorsed the settlement check "Rambow Law Firm," and signed Chant's name to the endorsement. The settlement check was deposited into an account at Western Bank.

308. Respondent did not, however, have executed and returned to Chant the stipulation for dismissal or release.

309. On approximately July 25, August 15, September 13, and September 20, 2011, Chant or a member of his staff left telephone messages or sent email messages to respondent requesting return of the stipulation for dismissal and release. Respondent neither responded to these messages nor returned the stipulation and release.

310. On approximately October 14, 2011, Chant spoke to respondent by telephone. During that conversation, Chant asked respondent about the status of the release. Respondent stated that he would provide the release to Chant as soon as possible. Chant also asked respondent about the forgery of his endorsement to the settlement check. Respondent attributed the forgery to staffing issues.

311. On October 17, 2011, Chant sent to respondent by email an additional copy of the release. Chant stated in his email, "I look forward to receiving this back no later than October 31, 2011. As indicated, I will be forced to move the Court to confirm the settlement if I do not receive the settlement documents back before that time."

312. Respondent failed to return to Chant the signed stipulation for dismissal or release by October 31, 2011.

313. On November 2, 2011, Chant filed and served a motion to enforce the settlement and paid the required \$100 motion fee. The motion was scheduled for hearing on December 13, 2011.

314. On an unknown date prior to December 13, 2011, respondent returned to Chant the signed stipulation for dismissal and release and Chant cancelled the motion hearing.

315. Respondent's conduct in allowing Chant's name to be forged to the settlement draft, failing to promptly return the signed stipulation for dismissal and release to Chant, and failing to respond to Chant's communications regarding the stipulation for dismissal and release, violated Rules 1.3, 5.3(b), and 8.4(c) and (d), Minnesota Rules of Professional Conduct (MRPC).

SEVENTH COUNT

N.O. Matter

316. Respondent represented N.O. in a personal injury matter. On approximately July 1, 2014, N.O. discharged respondent and retained attorney David Rochlin to represent her in the matter. Rochlin discovered the forgeries and acts of misappropriation detailed below in the process of collecting bills and records from N.O.'s medical providers.

317. N.O. was insured by Allstate Insurance. On November 16, 2012, Allstate issued three checks payable to "[N.O.] AND NORAN NEUROLOGICAL CLINIC" in the amounts of \$390.00, \$2.98 and \$139.46. These checks were in payment of treatment or services Noran Neurological Clinic had provided to N.O. on October 18, 2012. Allstate mailed the checks to respondent.

318. Without the knowledge or authority of either N.O. or Noran Neurological Clinic, each of the three checks was endorsed in respondent's office as, "PAY TO RAMBOW LAW," and the endorsements of "Ryan McCarthy, Bus. Mgr. For Noran Neurological Clinic" was forged. Respondent did not pay the proceeds of the checks to either N.O. or Noran Neurological Clinic. On information and belief, respondent misappropriated those proceeds.

319. On February 13, 2013, Allstate issued two checks payable to "[N.O.] AND INST FOR LOW BACK & NECK CARE AND RAMBOW LAW FIRM PA" in the amounts of \$167.28 and \$171.36. These checks were in payment of treatment or services

the Institute for Low Back & Neck Care had provided to N.O. on November 17 and 28, 2011. Allstate mailed the checks to respondent.

320. Without the knowledge or authority of either N.O. or the Institute for Low Back & Neck Care, respondent's name was endorsed to each of the two checks in respondent's office, and the endorsement of "Nicole Hilgardner Account Spvr. Inst. Low Back + Neck Care" was forged. Respondent did not pay the proceeds of the checks to either N.O. or the Institute for Low Back & Neck Care. On information and belief, respondent misappropriated those proceeds.

321. Respondent's conduct in forging or allowing the forgery of the endorsements to the five Allstate checks and misappropriating the proceeds of those checks violated Rules 1.15(a) and 8.4(c), MRPC.

EIGHTH COUNT

Pattern of Neglect of Client Matters and Failure to Adequately Communicate with Clients

Raye Black Matter

322. In approximately June 2008, Raye Black hired respondent to represent her regarding personal injuries and other damages she sustained as a result of a car accident.

323. During approximately the first three months of respondent's representation, Black communicated and worked primarily with respondent's paralegal, Cindy. In approximately August 2008, Black met with respondent at his office in Bloomington. Respondent instructed Black to continue receiving medical treatment for her injuries and to provide him with wage loss and other information. Black complied with respondent's instructions. After this meeting, Black never again spoke to Cindy, whom Black believes left respondent's employ at or about that time.

324. On another occasion during approximately the first three months of respondent's representation, Black met with respondent and an insurance adjuster at respondent's office. At that time, the insurance adjuster examined Black's damaged car.

325. During the period after these meetings and until approximately March 2009, Black repeatedly attempted to contact respondent by telephone to discuss her case. On many of these occasions, respondent's voicemail box was full and she was not able to leave a message. On other occasions, Black left voicemail messages for respondent that respondent failed to return.

326. Beginning in early- to mid-2009, Black's telephone calls to respondent were answered by a receptionist. During this period, Black left multiple messages with respondent's receptionist. Respondent did not, however, return Black's calls.

327. In the late fall or early winter of 2009, Black met with respondent, who had moved his office to another location in Bloomington. During their meeting, respondent stated that Black's case was progressing and placed a call to the insurance adjuster, who was not available. Black asked respondent whether he had received any payments on her behalf for wage loss or damages to her car. Respondent said he had not, but stated that he would be in further contact with Black.

328. During the period after this meeting and until sometime in 2010, Black made repeated attempts to contact respondent by telephone. Respondent failed to respond to Black's calls. Black's son, Braxton, also attempted to reach respondent on her behalf, but was likewise unsuccessful.

329. During the period from late 2010 to 2011, Black was ill and did not attempt to contact respondent. During this period, however, Braxton made several unsuccessful attempts to contact respondent on Black's behalf.

330. In 2011, after her health improved, Black again attempted to contact respondent by telephone. Respondent did not respond to Black's calls. At one point, Black visited respondent's Bloomington office. Respondent was not present.

Newspapers were piled up outside respondent's office and it appeared to Black that respondent had vacated the office.

331. In the summer of 2011, Black was finally able to reach respondent and scheduled a meeting with him. During their meeting, Black again asked respondent whether he had received any wage loss or other payments on her behalf. Respondent stated that the insurance company was holding up the matter, but that he would be in further contact with Black.

332. During the period from the summer of 2011 into 2012, Black continued to attempt to contact respondent by telephone. On many occasions, respondent's voicemail box was full and she was unable to leave a message. Black contacted the insurance company to request information about the status of her case. The insurance company declined to speak with Black because respondent was representing her. Braxton sent two or more email communications to respondent on Black's behalf, but respondent did not respond.

333. In August or September 2012, Black left a voicemail message for respondent in which she stated that she intended to ask her social worker to assist her in determining the status of her case. Respondent called Black in response to her message and they scheduled a meeting.

334. Black's meeting with respondent took place in an apartment on Groveland Avenue in Minneapolis. The apartment was extremely disorganized, with boxes, files, and papers spread throughout. Respondent was unable to locate Black's file. During their meeting, respondent stated that he would work on Black's case and would be in further contact with her.

335. This August or September 2012 meeting was the last time Black met with or spoke to respondent. After the meeting, Black attempted to contact respondent by telephone on two or more occasions, but respondent did not respond to her calls.

336. Black has never received any compensation for her personal injuries, wage loss, or any other damages. Respondent has never provided Black with any papers or any other indication that he has taken any action on her behalf.

Mila Balm Matter

337. Mila Balm was involved in an automobile accident on January 7, 2013. Balm began receiving treatment from Dr. Leon Frid, a chiropractor at Life Medical chiropractic clinic. Dr. Frid referred Balm to respondent.

338. Balm retained respondent to represent her regarding the accident on January 14, 2013.

339. Immediately after retaining respondent, Balm began preparing and signing "Replacement Services Itemizations" and "Requests for Reimbursement of Mileage Expenses." At respondent's instruction, Balm provided the completed and signed requests for reimbursement to Dr. Frid. Balm understood that Dr. Frid was sending copies of the requests to respondent.

340. Balm submitted "Replacement Services Itemizations" to Dr. Frid on or about:

- a. May 30, 2013 (for the period January 15 to May 27, 2013);
- b. June 25, 2013 (for the period May 28 to June 25, 2013);
- c. July 25, 2013 (for the period June 25 to July 20, 2013);
- d. August 22, 2013 (for the period July 23 to August 19, 2013) and
- e. September 10, 2013 (for the period August 20 to September 9, 2013).

341. Balm submitted "Requests for Reimbursement of Mileage Expenses" to Dr. Frid on or about:

- a. March 22, 2013 (for the period January 7 to February 8, 2013);
- b. May 26, 2013 (for the period February 12 to May 24, 2013);
- c. An unknown date between May 26 and August 23, 2013 (for the period May 28 to June 21, 2013);

- d. August 23, 2013 (for the period June 26 to August 22, 2013);
- e. September 1, 2013 (for the period August 24 to 27, 2013); and
- f. November 6, 2013 (for the period September 4 to November 6, 2013).

342. Balm understood that respondent would submit the requests for reimbursement to her insurer, Farmers Insurance ("Farmers"), for payment under her no-fault coverage.

343. In fact, respondent did not submit any of Balm's reimbursement requests to Farmers.

344. During the period from at least August 12 to at least October 8, 2013, a number of letters Farmers sent to respondent were returned by the postal service as a result of respondent's failure to inform Farmers of his address change. Respondent also failed to inform Balm of his address change.

345. Dr. Frid's office submitted some or all of Balm's "Replacement Services Itemizations" and "Requests for Reimbursement of Mileage Expenses" to Farmers on October 22, 2013.

346. On approximately November 1, 2013, Balm received a check from Farmers for mileage reimbursement for the period June 26 to August 27, 2013, based on her August 23 and September 1, 2013, "Requests for Reimbursement of Mileage Expenses."

347. Also on November 1, 2013, Farmers wrote to respondent and stated that it had "received a report of an incident your client was involved in that occurred on January 7, 2013," that Balm's policy was effective from November 5, 2012, to May 5, 2013, and that it had received Balm's request for replacement services for the period January 15 to September 16, 2013. Farmers further stated that Balm's claim "may not be covered due to the late notification of a possible essential service claim and back dated disability slip." Finally, Farmers stated that it would be requesting Balm to submit to an Independent Medical Examination ("IME").

348. On November 6, 2013, Balm wrote to respondent requesting information regarding the status of her claim. Respondent failed to respond.

349. Also on November 6, 2013, Farmers wrote to respondent and stated that it had scheduled Balm's IME for November 22, 2013. Respondent failed to inform Balm of the IME. As a result, Balm did not appear for the IME.

350. On November 22, 2013, EvaluMed, which was to have administered Balm's IME, wrote to Farmers and advised of Balm's failure to attend the IME. EvaluMed included an invoice for a \$150 "Failed Appointment Fee."

351. Also on November 22, 2013, Farmers wrote to respondent notifying him of Balm's failure to attend the IME. Farmers stated that EvaluMed would be contacting respondent regarding the scheduling of a second IME and that if Balm "fails to attend this scheduled independent medical exam, it will represent a breach of policy contract and your client's PIP benefits may be discontinued." Balm attended an IME in December 2013.

352. On November 26, 2013, Farmers wrote to respondent stating that it was "unable to reimburse your client for her replacement services or mileage."

353. On January 13, 2014, Balm wrote to respondent requesting information and documents regarding her claim. Respondent failed to respond.

354. On January 22, 2014, Balm wrote again to respondent terminating his representation.

Abdikarim Isse Matter

355. Abdikarim Isse retained respondent in approximately November 2011 to represent him in a personal injury matter.

356. During the early months of his representation, respondent met with Isse on a few occasions.

357. Respondent met again with Isse in approximately May 2013. At that time, respondent told Isse that he was hoping to settle Isse's case by the end of the year.

358. Since approximately May 2013, Isse has attempted to contact respondent by telephone on several occasions. Respondent has failed to return Isse's messages.

359. Respondent's conduct in failing to diligently pursue the Black, Balm and Isse matters, and failing to adequately communicate with Black, Balm and Isse regarding their cases, violated Rules 1.3 and 1.4(a)(3) and (4), MRPC.

NINTH COUNT

Practice While Suspended and While on CLE Restricted Status

360. On October 1, 2013, respondent was suspended from the practice of law for failing to pay his annual lawyer registration fee. Respondent paid the fee and was reinstated to the practice of law on November 14, 2013.

361. During the period October 1 to November 14, 2013, respondent continued to engage in the practice of law. Among other things, on October 13, 2013, respondent signed a certificate of representation in a criminal matter involving his client J.S. Respondent filed the certificate of representation on November 13, 2013. In addition, on October 15, 2013, respondent appeared at a conciliation court hearing on behalf of J.S.

362. On February 21, 2014, respondent was placed on involuntary restricted status for failing to comply with his Continuing Legal Education (CLE) obligations. While on CLE restricted status, a lawyer may not engage in the practice of law or represent any person or entity other than himself in any legal matter or proceeding. *See* Rule 12(B), Rules on Continuing Legal Education. On March 20, 2014, respondent was restored to an active CLE status.

363. During the period February 21 to March 20, 2014, respondent continued to engage in the practice of law. Among other things, on February 26, 2014, respondent signed and filed a stipulation of dismissal with prejudice on behalf of his client D.M. In addition, on February 25, 2014, respondent signed and filed a certificate of representation on behalf of his client S.B.

364. Respondent's conduct in continuing to engage in the practice of law while fee suspended and on CLE restricted status violated Rules 5.5(a) and 8.4(d), MRPC.

TENTH COUNT

Trust Account Overdraft Notices and Continued Failure to
Maintain Required Trust Account Books

365. During the period from at least December 1, 2012, to at least September 30, 2013, respondent maintained Western State Bank trust account no. -6482.

366. As alleged in the June 6, 2014, supplementary petition for disciplinary action in this matter:

- a. Respondent's trust account became overdrawn on March 5, 2013. In accordance with Rule 1.15(j) to (o), MRPC, the bank reported the overdraft to the Director.
- b. On May 6, 2013, the Director received from respondent an April 30, 2013, letter, with which he enclosed copies of his December 2012 through February 2013 trust account bank statements and the checks reflected on those bank statements. At that time, respondent explained that the overdraft had been the result of "an automatic withdrawal from American Express-Merchant Financial the company that processes credit card payments to the law firm." Despite the Director's specific request, respondent failed to enclose any trust account check registers, client subsidiary ledgers, trial balances or reconciliations.
- c. On August 9, 2013, the Director received notice of another overdraft on respondent's trust account. The overdraft notice reflected that a series of electronic withdrawals caused a \$73.10 overdraft in the account, but did not reflect the date of the overdraft.
- d. On September 16, 2013, the Director received notice of a September 10, 2013, overdraft on respondent's trust account. The overdraft

reflected that an electronic withdrawal had created a negative \$54.46 balance in the account.

e. On October 15, 2013, the Director wrote to respondent with a list of the items that the Director had previously requested, but respondent had not yet provided, including his trust account check registers, client subsidiary ledgers, trial balances and reconciliations through September 30, 2013.

367. On August 1, 2014, the Director received respondent's response to the October 15, 2013, letter. Respondent's response consisted of copies of certain bank statements, cancelled checks and deposit slips. Respondent did not provide, and has never provided, any of the requested trust account check registers, client subsidiary ledgers, trial balances or reconciliations.

368. On information and belief, during the period from at least December 2012 through at least September 30, 2013, respondent failed to maintain the trust account check register, client subsidiary ledgers, trial balance reports and reconciliation reports required by Rule 1.15(h), MRPC, as interpreted by Appendix 1 thereto.

ELEVENTH COUNT

Continued Failure to Cooperate and False Statements

Trust Account Overdraft Matter

369. At the time of the June 6, 2014, supplementary petition for disciplinary action in this matter, respondent had failed to respond to the Director's October 15, 2013, letter regarding the overdrafts on his trust account. The Director's October 15, 2013, letter included requests for the following trust account books and records: (a) March 1 to September 30, 2013, bank statements; (b) March 1 to May 31, 2013, cancelled checks; (c) December 1, 2012, to May 31, 2013, duplicate deposit slips; (d) December 1, 2012, to September 30, 2013, check register and/or general ledger, client subsidiary ledgers, and trial balance and reconciliation reports; and (e) a complete

explanation for the overdraft notices enclosed with the Director's August 14 and September 18, 2013, letters and an indication as to whether or not the overdrafts had been eliminated.

370. On August 1, 2014, the Director received respondent's response to the Director's October 15, 2013, letter. Respondent attached copies of the bank statements, cancelled checks and deposit slips for his Western State Bank trust account no. -6482 for the period December 2012 through September 2013. Respondent failed to provide any of the trust account books, i.e., check register and/or general journal, client subsidiary ledgers, trial balance and reconciliation reports, or information, i.e., an explanation for the additional overdraft notices and information concerning elimination of the overdrafts, requested in the Director's October 15, 2013, letter.

371. On August 20, 2014, the Director wrote to respondent to request the trust account books and information requested in the Director's October 15, 2013, letter, but not provided with respondent's August 1, 2014, response. Respondent failed to respond.

372. On September 18, 2014, the Director wrote again to respondent to request the trust account books and information requested in the Director's October 15, 2013, letter, but not provided with respondent's August 1, 2014, response. Respondent failed to respond.

373. To date, respondent has failed to provide the trust account books and information requested by the Director on October 15, 2013, but not included with his August 1, 2014, response in the trust account overdraft matter.

J.G. and T.G. Matter

374. At the time of the June 6, 2014, supplementary petition for disciplinary action in this matter, respondent had failed to respond to the Director's October 15, 2013, letter regarding the J.G. and T.G. matter. The Director's October 15, 2013, letter included the following request:

Please also provide copies of the bank statements, cancelled checks, deposit slips and check registers for [the account into which respondent deposited the J.G. and T.G. settlement draft] for the period June 2011 through the month in which you fully disbursed the [J.G. and T.G.] proceeds. If the account is a trust account, please also provide copies of the client subsidiary ledgers, trial balances and reconciliations for the same period.

375. On August 1, 2014, the Director received respondent's response to the Director's October 13, 2013, letter. In his response, respondent stated, "Please reference any of the attached records that you requested." Respondent attached copies of the bank statements, cancelled checks and deposit slips for his Western State Bank trust account no. -6482 for the period December 2012 through September 2013. Respondent failed to provide any bank statements, cancelled checks or deposit slips for the period beginning June 2011, and failed to provide any check registers, client subsidiary ledgers, trial balances or reconciliations.

376. On August 19, 2014, the Director wrote to respondent to request the trust account books and records requested in the Director's October 15, 2013, letter, but not provided with respondent's August 1, 2014, response. Respondent failed to respond.

377. On September 18, 2014, the Director wrote again to respondent to request the trust account books and records requested in the Director's October 15, 2013, letter, but not provided with respondent's August 1, 2014, response. Respondent failed to respond.

378. To date, respondent has failed to provide the trust account books and records requested in the Director's October 15, 2013, letter, but not provided with respondent's August 1, 2014, response in the J.G. and T.G. matter.

Isse Matter

379. On August 19, 2014, the Director wrote to respondent to request additional information and documents regarding Abdikarim Isse's complaint against him. Respondent failed to respond.

380. On September 18, 2014, the Director wrote again to respondent to request his response to the Director's August 19, 2014, letter. Respondent failed to respond.

381. To date, respondent has failed to provide any response to the Director's August 19, 2014, letter regarding Abdikarim Isse's complaint.

Balm Matter

382. On August 19, 2014, the Director wrote to respondent to request additional information and documents regarding Mila Balm's complaint against him. Respondent failed to respond to this letter.

383. On September 11, 2014, the assistant Supreme Court commissioner wrote to respondent, with a copy to the Director, referencing a document respondent had filed with the Court on September 5, 2014 ("respondent's September 5, 2014, letter"), that began, "Responses to Mila Balm complaint," did not bear a signature, case caption or file number, and was not accompanied by an affidavit of service reflecting service on the Director.

384. The assistant Supreme Court commissioner directed respondent to file within ten days an original signature page for his September 5, 2014, letter and an affidavit of service reflecting service of the letter on the Director. Respondent failed to file these items or to otherwise provide the Director with a copy of his September 5, 2014, letter.

385. On September 18, 2014, the Director wrote again to respondent to request his response to the Director's August 19, 2014, letter.

386. On September 19, 2014, the Director obtained from the Court's file a copy of respondent's September 5, 2014, letter. That letter appears to constitute respondent's response to the Director's August 19, 2014, letter.

387. Among the materials requested in the Director's August 19, 2014, letter to which respondent's September 5, 2014, letter appears to have been in response, were copies of (a) respondent's retainer agreement with Ms. Balm, (b) all documents

pertaining to Ms. Balm's requests for reimbursement of replacement services and mileage expenses, and (3) the complete file respondent maintained in Ms. Balm's matter. Respondent attached to his September 5, 2014, letter only a blank retainer agreement. Respondent did not include any documents pertaining to Ms. Balm's requests for reimbursement or a copy of the complete file he maintained regarding Ms. Balm's case.

Raye Black Matter

388. On August 20, 2014, the Director wrote to respondent to request that he provide a copy of the complete file he maintained on behalf of his client Raye Black. Respondent failed to respond.

389. On September 18, 2014, the Director wrote again to respondent to request his response to the Director's August 19, 2014, letter. Respondent failed to respond.

390. To date, respondent has failed to provide a copy of his complete Raye Black file as requested in the Director's August 19, 2014, letter.

Fee Suspension/CLE Restricted Status Matter

391. At the time of the supplementary petition for disciplinary action in this matter, respondent had failed to respond to the Director's November 19, 2013, letter requesting an affidavit concerning his practice of law during the period of his fee suspension.

392. On August 1, 2014, the Director received respondent's response to the Director's November 19, 2013, letter. Respondent's response consisted of an "Affidavit of Paul Rambow," that was not notarized. In his "Affidavit," respondent stated that he was not actively involved in the practice of law during the period of suspension." Respondent's statement was false. As described in paragraph 361 above, respondent did engage in the practice of law during the period of his fee suspension.

393. At the time of the June 6, 2014, supplementary petition for disciplinary action in this matter, respondent had failed to respond to the Director's March 11, 2014,

letter requesting an affidavit concerning his practice of law during the period of time in which his CLE status was restricted.

394. On August 1, 2014, the Director received respondent's response to the Director's March 11, 2014, letter. Respondent's response consisted of an "Affidavit of Paul Rambow," that was not notarized. In his "Affidavit," respondent stated that he was not actively involved in the practice of law "from late Feb. to late Mar. 2014." Respondent's statement was false. As described in paragraph 363 above, respondent did engage in the practice of law during the period of his CLE restricted status.

N.O. Matter

395. On August 19, 2014, the Director received David Rochlin's complaint against respondent regarding the N.O. matter. On August 29, 2014, the Director sent to respondent a notice of investigation of Rochlin's complaint, along with a copy of the complaint. The notice of investigation requested respondent's written response to the complaint within 14 days. Respondent failed to respond.

396. On September 18, 2014, the Director wrote again to respondent to request his response to the Rochlin complaint. The Director also included additional materials received from Rochlin on September 10, 2014. Respondent failed to respond.

397. To date, respondent has failed to provide any response to Rochlin's complaint regarding the N.O. matter.

398. Respondent's conduct in continuing to fail to cooperate in the Director's investigation and in making false statements to the Director, violated Rules 8.1(b) and 8.4(c), MRPC, and Rule 25, RLPR.

WHEREFORE, the Director respectfully prays for an order of this Court imposing appropriate discipline, awarding costs and disbursements pursuant to the

Rules on Lawyers Professional Responsibility, and for such other, further or different relief as may be just and proper.

Dated: Oct. 10, 2014.



MARTIN A. COLE
DIRECTOR OF THE OFFICE OF LAWYERS
PROFESSIONAL RESPONSIBILITY

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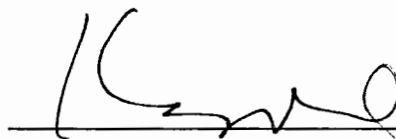
and



JULIE E. BENNETT
SENIOR ASSISTANT DIRECTOR
Attorney No. 289474

This second supplementary petition is approved for filing pursuant to Rule 10(e), RLPR, by the undersigned.

Dated: OCTOBER 14, 2014.



KENNETH S. ENGEL
PANEL CHAIR, LAWYERS PROFESSIONAL
RESPONSIBILITY BOARD